END-USER SOFTWARE LICENSE AGREEMENT FOR STEPHEN NAPPER ASSOCIATES LTD SOFTWARE

IMPORTANT: READ CAREFULLY:
THE STEPHEN NAPPER ASSOCIATES LTD SOFTWARE PRODUCT IN WHICH THIS AGREEMENT IS EMBEDDED IDENTIFIED ABOVE TOGETHER WITH ONLINE OR ELECTRONIC OR PRINTED DOCUMENTATION ("SOFTWARE") IS PROTECTED BY COPYRIGHT LAWS AND INTERNATIONAL COPYRIGHT TREATIES, AS WELL AS OTHER INTELLECTUAL PROPERTY LAWS AND TREATIES. UNAUTHORIZED REPRODUCTION, DISPLAY, MODIFICATION, OR DISTRIBUTION OF THIS SOFTWARE, OR ANY PORTION OF IT, MAY RESULT IN SEVERE CIVIL AND CRIMINAL PENALTIES, AND WILL BE PROSECUTED TO THE FULL EXTENT PERMITTED BY LAW. THE RIGHTS, INCLUDING THE WARRANTIES GRANTED HEREUNDER ARE GRANTED ONLY TO AUTHORIZED USERS.
INSTALLATION, UPLOADING, ACCESS, OR OTHER COPYING OR USE OF THE SOFTWARE, ANY PARTS OF IT OR ANY ACCOMPANYING DOCUMENTS OR MATERIALS, EXCEPT AS PERMITTED BY THE AGREEMENT, IS UNAUTHORIZED AND CONSTITUTES A MATERIAL BREACH OF THIS AGREEMENT, AND AN INFRINGEMENT OF THE COPYRIGHT AND OTHER INTELLECTUAL PROPERTY RIGHTS IN THE SOFTWARE, DOCUMENTATION AND MATERIALS. SUCH UNAUTHORIZED USE ENTITLES STEPHEN NAPPER ASSOCIATES LTD TO TERMINATE THE AGREEMENT AND MAY ENTITLE STEPHEN NAPPER ASSOCIATES LTD TO CLAIM DAMAGES. SUCH UNAUTHORIZED USE MAY ALSO BE SUBJECT TO CRIMINAL PENALTIES.
IN ORDER THAT YOU MAY INSTALL AND USE THE SOFTWARE YOU MUST ENTER INTO AN END-USER SOFTWARE LICENSE AGREEMENT EITHER WITH STEPHEN NAPPER ASSOCIATES LTD ("SNA") OR AN AUTHORIZED RESELLER OF SNA. END USER SOFTWARE LICENSE AGREEMENT IS A LEGAL AGREEMENT BETWEEN YOU (EITHER AN INDIVIDUAL OR A SINGLE ENTITY) AND SNA OR AN AUTHORIZED RESELLER OF SNA.

YOU HAVE TWO ALTERNATIVES TO ACCESS THIS SOFTWARE:
ALTERNATIVE 1: IF YOU HAVE ACQUIRED THE RIGHT TO USE THE SOFTWARE UNDER AN **AGREEMENT** AS DEFINED BELOW WITH EITHER SNA OR AN AUTHORIZED RESELLER OF SNA, YOU ARE BOUND BY THE TERMS OF SAID **AGREEMENT**. SAID TERMS APPLY ALSO TO LICENSES TO ANY NEW VERSIONS THAT HAVE BEEN GRANTED TO YOU IN RESPECT OF LICENSE(S) UNDER MAINTENANCE ("MAINTENANCE VERSION(S)"; OR
ALTERNATIVE 2: IF YOU HAVE ACQUIRED THE RIGHT TO USE THE SOFTWARE ONLINE FROM A WEB SERVICE PROVIDED BY SNA YOU ARE ENTILED TO USE THE SOFTWARE ONLY UPON HAVING AGREED TO THE TERMS OF THE END USER SOFTWARE LICENSE AGREEMENT ("EULA") SET FORTH BELOW WHICH IS BETWEEN YOU AND SNA.
YOU WILL FIND INSTRUCTIONS REGARDING THE INSTALLATION IN THE DOCUMENTATION PROVIDED TO YOU.
PLEASE NOTE IN RESPECT OF ALTERNATIVE 2:
YOU SHALL BE RESPONSIBLE FOR USING YOUR OWN TEST DATA TO SATISFY YOURSELF OF THE QUALITY OF THE RESULTS AND OPERATION OF THE SOFTWARE BEFORE OPERATIONAL USE OF THE SOFTWARE. SNA SHALL NOT BE LIABLE FOR TRANSMISSIONS THAT FAIL IN PART OR IN WHOLE, ARE LOST, OR ARE OTHERWISE COMPROMISED.
BY CLICKING THE "I ACCEPT" BUTTON: (I) YOU ACCEPT AND AGREE TO EACH OF THE TERMS AND CONDITIONS CONTAINED IN THIS EULA; (II) YOU ACKNOWLEDGE THAT YOU HAVE READ THIS EULA, AND (III) YOU FURTHER ACKNOWLEDGE THAT THIS EULA CONTAINS IMPORTANT OBLIGATIONS AND APPLICABLE LIMITATIONS AND RESTRICTIONS ON USE OF THE SOFTWARE.

BY CLICKING THE "I ACCEPT" BUTTON YOU ALSO AFFIRM THAT YOU ARE AN AUTHORIZED USER OF THIS SOFTWARE AND THAT YOUR INSTALLATION OF THE SOFTWARE IS LEGAL, AND PERMITTED UNDER THIS EULA. FAILING THESE CONDITIONS, YOU MUST CLICK THE "CANCEL" BUTTON.

GRANT OF LICENSE

1.1 This EULA grants you the right in respect of each license you have acquired, subject to you accepting the terms hereof, a non-exclusive, non-sub licensable, non-transferable (except if you have acquired the right to allow your Affiliates to use the Software within the License Parameters) and, non-assignable license to install and use, display and run the Software on a computer, including a workstation, terminal or other digital electronic device ("Computer") fulfilling the minimum configuration requirements set forth in the end-user documentation of the Software by SNA for the license term and the use agreed between you and SNA (“License Parameters”). For the purposes of these terms and conditions ‘Affiliate‘ means another entity controlled by or under common control with you. For the purposes of these terms and conditions, "control" means the direct or indirect ownership of more than 50 % of the shares, if a corporation, or equity or ownership interest if a partnership or other entity, in each case entitled to vote for the appointment of directors, managers, or officers, as applicable, for so long as such control subsists or equivalent power to exercise control over the management of the affiliated entity. This Agreement supersedes all prior license agreements between the Parties pertaining to current or prior versions of the Software and any terms or conditions in any such prior agreement, currently in force and effect, which are inconsistent with the terms or conditions of this Agreement are hereby specifically agreed to be modified and conformed to this Agreement.

1.2 The Software and associated documentation and all parts thereof and all patent, copyright and other intellectual property rights therein shall remain the property of SNA and save as expressly provided herein no such rights shall pass to you.

1.3 The Software and associated documentation are confidential and you shall not and shall ensure that your Affiliates or any person who has access to the Software do not disclose any part thereof to any third party, or allow any third party to use the same, or allow any copies of the same to leave your or your Affiliate's possession or control, except if otherwise expressly granted in the end-user documentation.

1.4 You or an Affiliate shall be entitled to make a reasonable number of backup copies per each license of the Software for archival purposes only. Any such copy shall in all respects be subject to these Terms and Conditions and shall be deemed to form a part of the Software.

1.5 You shall ensure that any copy of the software made pursuant to clause 1.4 bears notice of SNA's ownership of copyright and a notice stipulating that the software contains information confidential to SNA.

You shall comply with any directions of SNA as to the form or content of such notices.

1.6 You shall allow authorized personnel of SNA at all reasonable times upon prior written notice, access to Customer’s and/or Affiliates records on site or electronically, for the purpose of verifying your compliance with these Terms and Conditions.

1.7 You shall not and shall ensure that the Affiliates do not:

(a) save as provided in Clause 1.4, copy the whole or any part of the Software;

(b) modify, enhance or merge the whole or any part of the Software with any other software, source code or documentation;

(c) assign, transfer (except to Affiliate(s)), distribute, sell, lease, rent, sub-license, charge or otherwise deal in or encumber the Software or make available the same to any third party or use the Software to provide service bureau or similar services to third parties;

(d) adapt, translate, reverse engineer, decompile or disassemble the whole or any part of the Software; or (e) use the Software to develop other software, except programmed components or executables for your own use which interact with the Software’s Open API (“Applications”).

(f) develop Applications for third parties unless you or an Affiliate is a member of SNA’s Developer Program;

(g) register directly or indirectly any trademarks, trade names or symbols of SNA, including the Software and its name, nor any Internet domain addresses involving any trademarks, trade names or symbols of SNA including the name of the Software. Any Internet domain addresses involving the above, registered or reserved by you prior to entering hereto, shall be transferred to SNA at its request.

1.8 Risk in the Software, its media and License key(s) (if any) shall pass to you on delivery. In the event that any Software, or any equipment upon which the Software is installed, is lost, damaged or stolen, your license to use the Software shall be suspended and, in particular but without limitation, you shall not be entitled to continue using the Software, whether by way of back-up copies or otherwise without having informed SNA of the event and having been granted another License Key (if any) in respect thereof.

1.9 You shall, when disposing of equipment in any manner whatsoever, remove the Software from the equipment prior to disposal and take all other steps necessary to prevent the Software being disclosed to, or falling into the hands of, third parties. Any failure to do so by you shall be deemed to result in unauthorized use by the relevant third party hereunder.

1.10 You shall (i) promptly notify SNA if you become aware of any breach of confidentiality or infringement of any of SNA's rights in the Software, (whether actual or threatened) by any person or of any unauthorized use of the Software by any person and (ii) give all reasonable assistance to SNA in connection with any suit or other steps they may take on account of such breach of confidentiality and/or infringements.

2 WARRANTIES

2.1 SNA WARRANTS THAT THE SOFTWARE WILL WORK SUBSTANTIALLY IN ACCORDANCE WITH SNA'S ASSOCIATED DOCUMENTATION RELATING TO THE SOFTWARE FOR A PERIOD OF NINETY (90) DAYS FROM DELIVERY.

2.2 SNA DOES NOT WARRANT THAT THE SOFTWARE WILL:

(a) BE SUITABLE FOR THE USE INTENDED BY YOU;

(b) OPERATE UNINTERRUPTED OR ERROR FREE;

(c) INTERACT WITH SOFTWARE PRODUCTS OTHER THAN THOSE (IF ANY) SPECIFIED IN THE USER'S MANUAL ACCOMPANYING THE SOFTWARE; OR

(d) OPERATE WITH HARDWARE OR HARDWARE CONFIGURATIONS OTHER THAN THOSE THATFULFILLS THE MINIMUM CONFIGURATION REQUIREMENTS SET FORTH IN THE END-USER DOCUMENTATION OF THE SOFTWARE.

3 SOFTWARE WARRANTY REPAIRS AND SERVICES

3.1 SNA agrees for the agreed period not to exceed ninety (90) days from delivery: to undertake at its own expense to repair or correct defects or errors (together an "Error") in the Software which have appeared during the warranty period. An Error is defined as an error or defect reported by you due to which the Software does not materially operate as presented in the end-user documentation. Warranty repairs may at SNA’s option, take place by supplying instructions to bypass the error or by providing you with a Sub-Release of the Software, if this can take place without causing any additional expenses or substantial inconvenience for the use of the Software. The warranty shall in no circumstances entitle you to a new main release of the Software.

4 INTELLECTUAL PROPERTY

4.1 In the event that your use of the Software in accordance with these Terms and Conditions infringes a third party's intellectual property rights, SNA may at its sole option and expense:

(a) procure for you the right to continue using the Software; or

(b) replace the Software; or

(c) refund to you the license fee or balance thereof relating to the whole or the infringing part of the Software.

4.2 Other than as set out in Clause 4.1, SNA shall have no liability in respect of infringement of third party intellectual property rights arising out of use of the Software.

5 TERMINATION

5.1 Either party may terminate the Software license granted hereunder if:

(a) the other is in material breach of any of its obligations and fails to remedy the same within thirty (30) days of written notice requiring such remedy; or

(b) if the other party goes into liquidation or any proceeding shall be instituted seeking to adjudicate it as bankrupt or insolvent or has a receiver appointed of any of its assets, or, if an individual or partnership if such individual or any of the partners in the partnership, are adjudicated bankrupt or execute an assignment for the benefit of his/it's or their creditors or otherwise compounded with his/it's or their creditors, (or undergoes any similar act or process in any other jurisdiction).

5.2 Furthermore, SNA may terminate the license herein granted as provided for in second paragraph of the notice set forth at the beginning of these terms and conditions and the affected Party may terminate the license herein granted as provided for in clause 7.2.

5.3 The exercise of such right of termination shall be without prejudice to either party's accrued rights or other remedies. On termination for any cause you shall forthwith deliver up to SNA all Software supplied hereunder and all copies thereof. The media on which Software is stored shall become the property of SNA immediately upon such termination.

5.4 Termination shall not affect the continuance in force of any provision hereof which is expressly or by implication intended to come into or continue in force on or after such termination.

6 EXCLUSION AND LIMITATION OF LIABILITY

6.1 EXCEPT AS CONTAINED IN CLAUSE 2, SNA MAKES NO EXPRESS WARRANTIES OR REPRESENTATIONS IN RELATION TO THE SOFTWARE OR ITS DOCUMENTATION AND SPECIFICALLY DISCLAIMS ANY OTHER WARRANTY, EXPRESS OR IMPLIED, INCLUDING, WITHOUT LIMITATION, THE IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A
PARTICULAR PURPOSE

6.2 SNA DOES NOT DISCLAIM OR LIMIT ANY WARRANTY OR CONDITION IMPLIED BY APPLICABLE LAW WHICH MAY NOT BE DISCLAIMED OR LIMITED BY CONTRACT.

6.3 SNA DISCLAIMS:

6.3.1 ALL LIABILITY IN RESPECT OF ANY LOSS OF PROFITS, GOODWILL OR ANY TYPE OF SPECIAL, INDIRECT OR CONSEQUENTIAL LOSS (INCLUDING BUSINESS INTERRUPTION, LOSS OF BUSINESS INFORMATION OR DATA AND LOSS OR DAMAGE SUFFERED BY YOU OR YOUR CUSTOMER AS A RESULT OF ANY ACTION BROUGHT BY A THIRD PARTY) EVEN IF SNA KNEW THE LOSS WAS POSSIBLE OR OTHERWISE FORESEEABLE;

6.3.2 ALL LIABILITY FOR LOSS OR DAMAGE ARISING FROM ANY ERRORS THAT MAY BE CONTAINED IN THE TEXT OF THE DOCUMENTATION OF OR THE OPERATION OF THE SOFTWARE OR IN RESPECT OF THE RESULTS OBTAINED THROUGH THE USE OF THE SOFTWARE.

IT SHALL BE YOUR RESPONSIBILITY TO:

(a) ENSURE THAT THE PERSONS OPERATING OR SUPERVISING THE OPERATION OF SOFTWARE ARE ADEQUATELY QUALIFIED PERSONS OR WHERE APPROPRIATE, ARE QUALIFIED CIVIL/STRUCTURAL ENGINEERS;

(b) VERIFY THAT THE RESULTS OF ANY CALCULATIONS AND/OR DATA PROCESSING CARRIED
OUT BY THE SOFTWARE ARE CORRECT AND THAT THEY ARE VERIFIED AS CORRECT BY AN APPROPRIATELY QUALIFIED PERSON OR WHERE APPROPRIATE, A QUALIFIED CIVIL/STRUCTURAL ENGINEER.

6.3.3 SNA'S SOLE LIABILITY TO YOU:

(a) IN RESPECT OF THE WARRANTY PROVIDED IN CLAUSE 2.1, IS LIMITED TO SNA. (b) IN THE EVENT OF A DEFECT OCCURRING WITHIN THE WARRANTY PERIOD REFERRED TO IN CLAUSE 2.2, IS LIMITED TO SNA, AT ITS OWN COST, PROVIDING WARRANTY REPAIRS IN ACCORDANCE WITH CLAUSE 3.1.

(6.3.4 IN NO EVENT SHALL SNA HAVE ANY LIABILITY FOR ANY DAMAGES ARISING OUT OF OR IN
CONNECTION WITH THE APPLICATIONS DEVELOPED BY THE CUSTOMER OR ITS AFFILIATES HOWEVER CAUSED AND REGARDLESS OF THE THEORY OF LIABILITY, WHETHER DERIVED FROM CONTRACT, TORT (INCLUDING, BUT NOT LIMITED TO, NEGLIGENCE), OR OTHERWISE.

7 GENERAL

7.1 The conditions, validity and performance of these Terms and Conditions shall be governed by and construed in accordance with the laws of England and the parties hereby agree to submit to the exclusive jurisdiction of a Court of competent jurisdiction in England.

7.2 If any provision of these Terms and Conditions shall be found by any court or administrative body of competent jurisdiction to be invalid or unenforceable, the invalidity or unenforceability of such provision shall not affect any other provisions of these Terms and Conditions and all provisions not affected by such invalidity or unenforceability shall remain in full force and effect. The parties hereby agree to attempt to substitute for any invalid or unenforceable provision a valid or enforceable provision which achieves the greatest extent possible the economic legal and commercial objectives of the invalid or unenforceable provision. 7.3 Without prejudice to your rights to allow your Affiliate(s) to use the Software within the License Parameters, your rights and obligations hereunder are not capable of assignment, transfer, license or sublicense.

7.4 Neither SNA nor you shall be liable for any delay in or for failure to perform obligations if that delay or failure is caused by circumstances beyond your or SNA's control, including, without limitations, fires, strikes, insurrection, riots, embargoes, inability to obtain supplies, refusal or revocation of license or regulations of any civil or military authority.

7.5 The waiver of a breach or default of any of the provisions of these Terms and Conditions by either party shall not be construed as a waiver of any succeeding breach of the same or other provisions nor shall delay or omission on the part of either party to exercise or avail itself of any right, power or privilege that it has or may have hereunder operate as a waiver of any breach or default by the other party.

7.6 Any notice, request, instruction or other document to be given hereunder shall be delivered or sent by pre-paid post, by facsimile or other electronic means to the address of the receiving party) and any such notice or other document shall be deemed to have been served (if delivered) at the time of delivery (if sent by mail) two (2) days after mailing. Any notice or other document sent by facsimile transmission is considered as having been received upon receipt by the sender of an electronic acknowledgment.

7.7 Both parties undertake to the other to keep confidential all information (whether written or oral) concerning the business and affairs of the other that it shall have obtained or received as a result of entering into this Agreement save that which is:

(a) already in its possession other than as a result of a breach of this Clause; or

(b) in the public domain other than as a result of a breach of this Clause

7.8 Each of the parties undertakes to the other to take all such steps as shall from time to time be necessary to ensure compliance with the provisions of Clause 7.7 by its employees, agents and subcontractors.

MAINTENANCE SERVICES

Services:

Subject to payment of an additional fee for each license of the Software, SNA shall provide to you the following maintenance and support services for the Software: (a) “Hotline” support, consisting of direct telephone, fax and email support services that are available during the hours from 9 AM until 5 PM UK Time, Monday to Friday, excluding public holidays, (b) remedies for any programming errors which are attributed to the Software and which prevent the Software from functioning substantially in accordance with published specifications as set forth in the user-documentation, and (c) minor program modifications and functionality enhancements to the Software from time to time, on a when and if available basis. Maintenance services (b) and (c) will be provisioned to Customers in the form of a Sub-release as defined below.

Term:

The term of maintenance services shall commence from the beginning of the month following the Order Date and shall continue until the date stipulated on the Order Form. In the absence of written notification, maintenance services will automatically renew for subsequent 1 year periods (unless terminated by either party in writing at least (90) days prior to the end of the then current maintenance term) and all terms of this Agreement will continue to be binding on both parties. SNA may terminate maintenance services in the event of payment or other default by the Customer. If maintenance services are terminated or Customer allows them to lapse, SNA retains the right to charge a reinstatement fee not to exceed two times the annual maintenance services fees for the period of non-coverage.

DEFINITIONS

‘Agreement’ consists of a signed **Order Form** with appended **Software License Agreement (“SLA”). ‘Order Form’** means the Order Form sent by SNA to the customer and signed and returned by the customer to SNA with all products and services purchased and related pricing terms.

“Sub-release’ means a modification to the **Software** that incorporates the correction of errors (bug fixes) and/or minor functional enhancements to the Software on a when and if available basis. Sub-releases in no circumstances will include a new main release of the Software.